

1 Beau Brady LeBaron
Self Represented
2 217 E Acacia St Apt A
Brea CA 92821
3 714-476/0192
Beau@bluesoulpub.com

4 UNITED STATES BANKRUPTCY COURT
5 SOUTHERN DISTRICT OF NEW YORK

6 IN RE : :

7 Case No. 18-23538 (RRD)

8 SEARS HOLDINGS CORPORATION, ET AL., : :
9 DEBTORS.1
10

11
12
13 To The Honorable JUDGE Robert Drain

14 I am The Claimant Beau LeBaron and object to the Debtors attempt to side step paying what amounts to my wages .
15 Further I am owed more than a what the supplemental Objection outlined \$ 12,050.00. The Debtor has spawned a
16 new opinion of my work that they required of me before 10-15-18 where they owe wages that are adjusted by
17 Management in a attempt to satisfy Vendors . Venders experiencing what was the beginning of the end. In their
18 numbers a form showing proposed, adjusted and final and then a very suspect adjusted final that leaves me paid only
19 a part of the wages that according to their own policy / compensation book for California project consultants. Whet
20 It s stated . Deductions for new Hires are waived for the first 6 Months are limited to a % and after that time which
21 for me is October 2018 .

22 The fact that I stayed after 10-15-18 is clear .

23 I was one who generated revenue for the debtor . I sold 96 projects before during and after totaling \$1,080,633.00.
24 Of that number the debtor canceled a large number due to situations well beyond my control . That Loss in
25 California Labor Law as well as in their own policy book where two versions exist and further their versions do not
26 comply with the law in California. Where one simply stated “ if the documents are complete and initialed in form ,
27 adhering to CSLB and DSLE Department of Labor Standards and enforcement code 98.6 ,206.5 and 224,228, them
28

PLEADING TITLE - 1

1 loss may not be deducted when it applied to a company or in this Claim Sears Holdings Corporation I am in route !!
2 The debtor or DIP. Each time they deduct where a project HITS RTP STATUS AND DOESN'T . This is easily
3 verified and I can supply the policy and page number to support that fact that the debtor piles company loss on me to
4 I'd showing it perhaps n Documents supplied to the trustee monthly or quarterly . Regardless there exist three
5 separate laws or rules Or orders the Labor Code in Los Angeles CA 98.6 as well as 206.5 224, anywhere between
6 200 and 299 the Labor Code states it I will supply that code for you in the hearing.
7 As well your order to operate within the laws within the state of California while they are allowed to continue to do
8 work while they're allowed to require me to go to doors on appointments that they set and they require my presence
9 to do my job and sell and create projects and generate revenue for that company the debtor sears holding corporation
10 from March 12 2019 to 2018 through June 9 2019..
11 Regardless of whether I was least from February 22nd 2019 to June 9th 2019 sears holding corporations division sears
12 home improvement company incorporated a division of sears holding Corp the debtor is responsible for my pay after
13 the bankruptcy filing date they did not follow that rule or the letter of the law and therefore you owe me that money
14 creating a company loss and piling it on an employee is illegal in the state of California I believe the Labor Code
15 1256 can easily point that out as well as 206206 point 598.6 deductions in their own policy in 1591 compensation
16 package for consultant in California only it states that company last will not be deducted if it is not a lost due to
17 something that I have control over I have no control over the fact that benders run out and they did not pay their bills
18 and because of this the performance that I give is then erased six to nine months later in some cases that is the issue
19 at hand here that is illegal in California is the law in California they have to pay me as well 72 hours after
20 terminating me they are supposed to pay me what is owed to me they do not and for that they owe me as well

- 21
22
- 23 1. Pay me what amounts to wages and draw or not in California they allow 14 weeks and all 6 months and 11
24 days to pass with over 33 jobs all frozen due to the fact that their Operating license was not authorized or
25 suspended . The new Ship claims 2/25/21 in a phone conference for a separate labor case for the same
26 issues existed due to their managers in Los Angeles south sales Office left a empty seat for project
27 coordinator the position directly responsible for paying and ensuring my projects pay me directly

2. That position was empty as a result from a walk out where Service.com was to become my new employer
3. The executives at the top decided paying fees and licenses would be up to the new owner and
4. The executives also decide to ignore responsibilities that fall into the lines of a general order so orders by this court . That being

FOLLOW THE LETTER OF THE LAW IN EACH STATE AND CITY YOU ARE BEING ALLOWED TO CONTINUE TO OPERATE.

This means they got to borrow finance use their bank Acct with my legs at the front line knocking on doors of clients loyal. It very uncertain about giving 30% or less or more and then signing up to remodel their home for amounts ranging from 2500 to 52,099 . Which I sold in 4/2019 .

5. After 10/15/18 I can show how immediately the money my wages stop but did I stop . Was I allowed to not sell to the letter of their rule. No I was not .
6. I was written up in Dec 2018 and Feb 2018 for not making my numbers \$52,000.00

These write ups s used against me in a labor boars case 741455 where the new owner writes a summary of my perform add that says I am criminal and further claim s my employer file for Sears Holdings Corp

Is also their employer file for me . Even though they never transform never paid me a dollar until November 2020. \$274.42 that comes 13 months after I was given asking papers when I refused to cooperate with the lies about my projects \$282,000 that canceled days after I was hired . 6/14/19

7. The debtor leased me with out my knowledge and much worse .
 8. The debtor and new owners Exec to lower management in Los Angeles then devise a statement that begins with they are Ship a division of transform and in fact the debtor protected from labor law in place in California for case 18-23537 . A case number in this court that is under case 18-23538. Automatic stay on 2/26/20 is not protected and that proof is in my claim . From day one and cost me more than \$32,000 dollars .
- Further it is a violation of law for the staff of the old Sears to use my employee file in a case for the new Sears and as well it's violation of California law to deduct and cancel projects that amount to thousands of dollars for the claimant and canceled due to licensing issues

1 The same issues the Debtor leased me to New owner and with out fully disclosing me

2
3 Please understand my claim and it's merit are fully payable and should be paid in full considering the time
4 and penalties that come if it were to have been allowed in California

5
6 It was not due to this stay and moving it or allowing the debtor to object again is giving a green lite to
7 unlawful behavior that took place by low level management that just moved to waive me off and
8 Mislead the labor board to cancel my case against transform and mark my employer background as a letter
9 stated we cannot move against transform and Sears the debtor as they are protected by an automatic stay
10 In case 18-23538 18-23537.

11
12 It was not until Sept 2 2020 when they listened in on a phone call with debtor attorney who stated that was
13 incorrect transform was not protected . Then I was allowed a new wage case 809099 yet to see
14 commissioner but waiting for date.

15
16 I asked you to please Pay with it without penalties . Keep in mind if this was to go before a commissioner in
17 California The waiting time penalties would you quit you almost \$1.6 million and I already know they did violate
18 the law in California as this case would have moved to a case number an investigation if they had not seen that
19 already.

20
21 I hope you will see and allow me to point out the areas overlooked by lawyers as they really never looked into this
22 more than 20 min. — as it is not listed on an expense sheet other than 9/2//2020 by Weil lawyers about a 20 min
23 phone call

24
25 There are two claims in your system 24733 and 24734. I was due a life policy I was not paid correctly according to
26 W2 and no ish stub was ever made available to me after my termination. 6/12/2019.

27
28 But cobra documents are available and already supplied in my claim .
PLEADING TITLE - 4

1 As well cobra documents for the new owner who never paid me a dime until Nov 2020 and even then it was 28,090
2 dollars. Short

3
4 The two are separate and the amounts you have \$ is owed \$50715.73 Sears Holdings Corp do not let them Slither off
5 after breaking the law and your order as well as allowing them to utilize a automatic stay in this case and sharing
6 privileged and private employee info that was not something I gave them permission to do

7
8 They owe me interest penalties and wages and perhaps damages . If you do allow payment as per their supplemental
9 objection . Where they say if you decide to pay which in my very small opinion states they are aware of the
10 violations .

11 To me they just confess and I ask for full payment and as well will request an appeal if its decided I am not to be
12 paid wages deducted that are a result of their non performance of your general order and the fact that bankruptcy
13 requires employers to pay their employees but also correctly without loss being added back on loyal employees that
14 give 16 hours a day to help a failing giant make it to the next day .they

15
16 I submit as well the reasonable neglect if I overstepped my place I mean no disrespect I am exhausted by what took
17 place and trust us something I do not have with regards to the debtor and new owner

18
19 This is my sworn statement and true objection

20 Beau LeBaron

21 Sworn this day Tuesday , November 9th 2021

22 **For claim 2473324735 and any other document relating to my claim**

23
24
25 **I would also like to inquire about expenses I have incurred as self representing myself to the tune of over \$11,000**

26
27 Signed by Beau B LeBaron

28 W2 employee to the debtor 3/12/18 to 6/9/19

PLEADING TITLE - 5

Not paid as ordered by Judge on 10/15/18

As well but paid by policy provided by Sears holding corp

And not paid as per California law requires.

Self represented